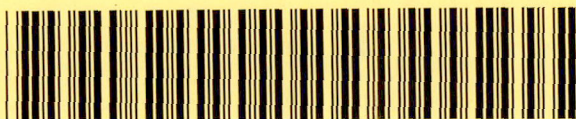


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Site Name FIBER DYNAMICS

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Division WASTE MANAGEMENT

Section SUPERFUND

Program IHS (IHS)

DocCat FACILITY

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF WASTE MANAGEMENT
SUPERFUND SECTION**

**IN RE: FIBER DYNAMICS, INC.
200 SOUTH WESTPOINT AVE
HIGH POINT, NORTH CAROLINA
GUILFORD COUNTY
NONCD0002854**

**ADMINISTRATIVE AGREEMENT
FOR STATE-DIRECTED ASSESSMENT
AND REMEDIAL ACTION
PURSUANT TO N.C.G.S. 130A-310.9(b)**

DOCKET NUMBER 09-SF-288

The following constitutes the agreement of the parties hereto. Fiber Dynamics, Inc (Fiber Dynamics) concurs with the conclusions of law contained herein solely for purposes of this Administrative Agreement (Agreement).

I. JURISDICTION

This Agreement is entered into under authority vested in the Secretary of the North Carolina Department of Environment and Natural Resources (Department) by North Carolina's Inactive Hazardous Sites Response Act of 1987 (the Act), which constitutes Part 3, Article 9 of Chapter 130A of the North Carolina General Statutes (N.C.G.S.). N.C.G.S. 130A-310 *et seq.* This authority has been delegated to the Chief of the Superfund Section of the North Carolina Division of Waste Management (Chief).

II. STATEMENT OF PURPOSE

This Agreement is entered into for the purpose of addressing the hazardous substance or waste disposal site (the Site) defined in Section III. A. of this Agreement. In entering into this Agreement, the objective of the Division of Waste Management (Division) and Fiber Dynamics is for Fiber Dynamics to implement a voluntary remedial action program approved by the Division involving: (1) preparation of a Remedial Investigation Plan to evaluate the extent of contamination; (2) implementation of the Remedial Investigation Plan; (3) preparation of a Remedial Action Plan to evaluate alternatives for meeting remediation goals; and (4) implementation of the approved Remedial Action Plan.

III. STIPULATIONS OF FACT

- A. "The Site" is the property currently owned by Fiber Dynamics at 200 South West Point Avenue, High Point, NC 27261 and any additional area which has become contaminated as a result of hazardous substances or waste disposed at that property.
- B. Fiber Dynamics conducted soil and groundwater sampling at the Site from 2004 through 2008.
- C. Soil sampling at the Site has revealed the presence of chlorinated solvents.
- D. Groundwater sampling at the Site has revealed the presence of chlorinated solvents.



IV. CONCLUSIONS OF LAW


- A. The substances identified in Sections III. C and D above are hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act/Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601 *et seq.*, and are thus such substances for purposes of the Act pursuant to N.C.G.S. 130A-310(2).
- B. The Site is an inactive hazardous substance or waste disposal site for purposes of the Act pursuant to N.C.G.S. 130A-310(3).
- C. Fiber Dynamics is an owner, operator, or other responsible party in relation to the Site within the meaning of N.C.G.S. 130A-310.9, pursuant to N.C.G.S. 130A-310(4), -310(5), -310(9), and -310.7.
- D. Under N.C.G.S. 130A-310.9(b), the Secretary, and by delegation, the Chief, is authorized to enter into agreements with owners, operators, or other responsible parties for implementation of voluntary remedial action programs as to inactive hazardous substance or waste disposal sites in accordance with remedial action plans approved by the Department.

V. WORK TO BE PERFORMED

All work performed pursuant to plans approved under this Agreement shall comply with the current Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup.

- Rec'd 7-20-09
- A. Within ninety (90) days after the execution of this Agreement, Fiber Dynamics shall submit to the Division two (2) copies of a Remedial Investigation Plan (Investigation Plan) organized in sections corresponding to the following items and including at least:

- ✓ 1. Site location information including site street address, longitude and latitude, and site and surrounding property land use.
- ✓ 2. A summary of all management practices employed at the Site for hazardous wastes and any wastes that may have contained hazardous substances, including a list of types and amounts of waste generated (with RCRA waste codes), treatment and storage methods, and ultimate disposition of wastes; a description of the facility's past and current RCRA status; the location and condition of any vessels currently or previously used to store any chemical products, hazardous substances or wastes; and a summary of the nature of all on-site hazardous substance releases, including one-time disposals or spills.
- ✓ 3. United States Geological Survey topographic maps sufficient to display topography within a one-mile radius of the Site.

- ✓ 4. A site survey plat (prepared and certified by a Professional Land Surveyor) including scale; benchmarks; north arrow; locations of property boundaries, buildings, structures, all perennial and non-perennial surface water features, drainage ditches, dense vegetation, known and suspected spill or disposal areas, underground utilities, storage vessels, existing on-site wells; and identification of all adjacent property owners and land usage.
- ✓ 5. A description of local geologic and hydrogeologic conditions.
- ✓ 6. Inventory and map of all wells, springs, and surface-water intakes used as sources of potable water within a one-half mile radius of the center of the Site. If the Site is greater than one hundred (100) acres in size, the inventory and map must cover a one-mile radius from the center of each source area.
- ✓ 7. Identification of environmentally sensitive areas on and adjacent to the Site including:
- State Parks
 - Areas Important to Maintenance of Unique Natural Communities
 - Sensitive Areas Identified Under the National Estuary Program
 - Designated State Natural Areas
 - State Seashore, Lakeshore and River Recreational Areas
 - Rare species (state and federal Threatened and Endangered)
 - Sensitive Aquatic Habitat
 - State Wild and Scenic Rivers
 - National Seashore, Lakeshore and River Recreational Areas
 - National Parks or Monuments
 - Federal Designated Scenic or Wild Rivers
 - Designated and Proposed Federal Wilderness and Natural Areas
 - National Preserves and Forests
 - Federal Land designated for the protection of Natural Ecosystems
 - Critical Areas Identified Under the Clean Lakes Program
 - State-Designated Areas for Protection or Maintenance of Aquatic Life
 - State Preserves and Forests
 - Terrestrial Areas Utilized for Breeding by Large or Dense Aggregations of Animals
 - National or State Wildlife Refuges
 - Marine Sanctuaries
 - National and State Historical Sites
 - Areas Identified Under Coastal Protection Legislation
 - Coastal Barriers or Units of a Coastal Barrier Resources System
 - Spawning Areas Critical for the Maintenance of Fish/Shellfish Species within River, Lake or Coastal Tidal Waters
 - Migratory Pathways and Feeding Areas Critical for Maintenance of Anadromous Fish Species within River Reaches or Areas in Lakes or Coastal Tidal Waters in which such Fish Spend Extended Periods of Time
 - State Lands Designated for Wildlife or Game Management
 - Wetlands
- ✓ 8. A chronological listing of all previous owners and each period of ownership since the Site was originally developed from pristine land.
- ✓ 9. Operational history with aerial photographs and Sanborne Fire Insurance 

maps to support land-use history.

- 7 10. A list of all hazardous substances which have been used or stored at the Site, and approximate amounts and dates of use or storage as revealed by available written documentation and interviews with a representative number of former and current employees or occupants possessing relevant information.
- ✓ 11. Site environmental permit history, including copies of all federal, state, and local environmental permits, past and present, issued to Fiber Dynamics or within Fiber Dynamics' custody or control.
- ✓ 12. A summary of all previous and ongoing environmental investigations and environmental regulatory involvement with the Site, and copies of all associated reports and laboratory data.
- ✓ 13. Proposed procedures for characterizing site geologic and hydrogeologic conditions and identifying and delineating each contamination source as to each affected environmental medium, including any plan for special assessment such as a geophysical survey.
- 7 14. Proposed methods, locations, depths of, and justification for, all sample collection points for all media sampled, including monitoring well locations and anticipated screened intervals.
- ✓ 15. Proposed field and laboratory procedures for quality assurance/quality control.
- ✓ 16. Proposed analytical parameters and analytical methods for all samples.
- ✓ 17. A contact name, address and telephone number for the principal consultant and laboratory, and qualifications and certifications of all consultants, laboratories and contractors expected to perform work in relation to this work plan. Any laboratory retained must currently be either certified to analyze applicable certifiable parameters under Title 15A of the North Carolina Administrative Code, Subchapter 2H, Section .0800, or be a contract laboratory under the EPA Contract Laboratory Program.
- ✓ 18. Equipment and personnel decontamination procedures.
- ✓ 19. A proposed schedule for site activities and reporting.
- ~~20.~~ Any other information required by the Division or considered relevant by the remediating party.
- ✓ 21. A signed and notarized certification by a corporate official in charge of a principal business function stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or

accompanying this certification is true, accurate, and complete."

- ✓ 22. A signed and notarized certification by the consultant responsible for the day to day remedial activities stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."

- ~~23.~~ If this document includes any work that would constitute the "practice of engineering" as defined by N.C.G.S. 89C, the signature and seal of a professional engineer must be included. If this document includes any work that would constitute the "public practice of geology" as defined by N.C.G.S. 89E, the signature and seal of a licensed geologist is required.

- ~~B.~~ Within thirty (30) days of receiving notice from the Division of any deficiency in the Investigation Plan, Fiber Dynamics shall submit to the Division information or material sufficient to correct such deficiency.

- C. Fiber Dynamics shall begin the Remedial Investigation no sooner than receiving written approval of the Investigation Plan from the Division, nor later than thirty (30) days thereafter.

- 10-13-09 ~~to~~ 2-13-10
D. Within one hundred twenty (120) days of receiving written approval of the Investigation Plan from the Division, Fiber Dynamics shall submit to the Division two (2) copies of a Remedial Investigation Report documenting implementation of the approved Investigation Plan, organized in sections corresponding to the following items and including at least:

- rec'd.
10-17-11
- ✓ 1. A narrative description of how the investigation was conducted, including a discussion of any variances from the approved work plan.
 - ✓ 2. A description of groundwater monitoring well design and installation procedures, including drilling methods used, completed drilling logs, "as built" drawings of all monitoring wells, well construction techniques and materials, geologic logs, and copies of all well installation permits.
 3. A map, drawn to scale, showing all soil, surface water and sediment sample locations and monitoring well locations in relation to known disposal areas or other sources of contamination. Monitoring wells must be surveyed to a known benchmark. Soil sample locations must be surveyed to a known benchmark or flagged with a secure marker until after the remedial action is completed. Monitoring well locations and elevations must be surveyed by a Professional Land Surveyor.
 - ✓ 4. A description of all laboratory quality control and quality assurance procedures followed during the remedial investigation.
 - ✓ 5. A description of procedures used to manage drill cuttings, purge water and

decontamination water.

- ✓ 6. A summary of site geologic conditions, including a description of soils and vadose zone characteristics.
- table 6
✓ 7. A description of site hydrogeologic conditions (if groundwater assessment is determined to be necessary), including current uses of groundwater, notable aquifer characteristics, a water table elevation contour map with groundwater flow patterns depicted, tabulated groundwater elevation data, and a description of procedures for measuring water levels.
- ✓ 8. Tabulation of analytical results for all sampling (including sampling dates and soil sampling depths) and copies of all laboratory reports (including QA/QC support data referenced to specific samples).
9. Soil, groundwater, surface water and sediment contaminant delineation maps and cross sections, including scale and sampling points with contaminant concentrations.
10. A description of procedures and the results of any special assessments such as geophysical surveys, immunoassay testing (EPA SW-846 4000 series methods), soil gas surveys, or test pit excavations.
11. Copies of all field logs and notes, and color copies of site photographs.
12. A demonstration, supported by sampling data, that the areal and vertical extent of hazardous substance contamination in each affected medium has been delineated to the Division's satisfaction in accordance with the current version of the Division's *Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup*.
13. Any other information required by the Division or considered relevant by the remediating party.
14. A signed and notarized certification by a corporate official in charge of a principal business function stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."
15. A signed and notarized certification by the consultant responsible for the day to day remedial activities stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."
16. If this document includes any work that would constitute the "practice of engineering" as defined by N.C.G.S. 89C, the signature and seal of a professional engineer must be included. If this document includes any work

that would constitute the "public practice of geology" as defined by N.C.G.S. 89E, the signature and seal of a licensed geologist is required.

~~E.~~ Within thirty (30) days of receiving notice from the Division of any deficiency in the Remedial Investigation Report, Fiber Dynamics shall submit to the Division information or material sufficient to correct such deficiency. When the Division determines that the Remedial Investigation is complete, the Division will notify Fiber Dynamics in writing.

~~F.~~ Should additional remedial investigation work phases be necessary, Fiber Dynamics shall submit the subsequent work phase investigation plan within thirty (30) days of receiving notice from the Division of the additional work phase required. The requirements for the submittal and content of plans and reports under paragraphs V.A., B., C., D. and E. shall apply to subsequent work plans and reports except where, in the Division's sole discretion, the submission of such would duplicate a previous submittal.

~~G.~~ If the Division determines that hazardous substances or waste disposed at the Site have affected any drinking water wells, Fiber Dynamics shall, by a deadline established by the Division, provide an alternate drinking water source for users of those wells.

H. Following Fiber Dynamics' completion of the Remedial Investigation, the Division will ascertain preliminary remediation goals for each contaminated medium at the Site. Fiber Dynamics shall use the Division's remediation goals to develop remedial alternatives in the Remedial Action Plan, as described in Section V. I. of this Agreement.

I. Within ninety (90) days of receiving written notice from the Division that the Remedial Investigation is complete, Fiber Dynamics shall submit to the Division two (2) copies of its proposed Remedial Action Plan for cleanup of all contaminated media at the Site, organized in sections corresponding to the following items and including at least:

1. A statement of objectives for the Remedial Action.

2. A listing of potentially applicable technologies.

3. An evaluation of remedial alternatives using the following feasibility study criteria:

a. Protection of human health and the environment, including attainment of

- remediation goals.
- b. Compliance with applicable federal, State and local regulations.
 - c. Long-term effectiveness and permanence.
 - d. Reduction of toxicity, mobility and volume.
 - e. Short-term effectiveness: effectiveness at minimizing the impact of the site remediation on the environment and the local community.
 - f. Implementability: technical and logistical feasibility, including an estimate of time required for completion.
 - g. Cost.
 - h. Community acceptance.
- 4. A detailed description of Fiber Dynamics' preferred remedial alternative for each contaminated medium, from among the alternatives evaluated, including an evaluation of potential impact to any sensitive environments identified on or near the Site and construction designs and specifications (any proposed treatment technology may require on-site testing or bench-scale testing of site waste to verify its effectiveness).
 - 5. A description of all activities that are necessary to ensure that the proposed method(s) of remedial action is (are) implemented in compliance with applicable laws and regulations, that remediation goals established by the Division are met and that the health and safety of nearby residential and business communities will not be adversely affected by activities related to the remedial action. These activities include, but are not limited to, well installation and abandonment, sampling, run-on/run-off control, dust suppression and discharge of treated waste streams.
 - 6. The results of any treatability studies or site characterization work conducted in support of the proposed Remedial Action Plan.
 - 7. A description of any proposed treatability studies or additional site characterization work needed to support the remedial design.
 - 8. A description of methods of post-remedial and confirmatory sampling, and any necessary maintenance.
 - 9. Equipment and personnel decontamination procedures.
 - 10. A proposed schedule for completion of remedial design and for Remedial Action construction, implementation and periodic sampling and reporting.
 - 11. A signed and notarized certification by a corporate official in charge of a principal business function stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."

12. A signed and notarized certification by the consultant responsible for the day to day remedial activities stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."
 13. If this document includes any work that would constitute the "practice of engineering" as defined by N.C.G.S. 89C, the signature and seal of a professional engineer must be included. If this document includes any work that would constitute the "public practice of geology" as defined by N.C.G.S. 89E, the signature and seal of a licensed geologist is required.
- J. Fiber Dynamics shall provide to the Division the number of additional copies of the proposed Remedial Action Plan determined by the Division to be required for distribution to the local health director, register of deeds, and each public library in the county where the Site is located, if requested by the Division. The Division shall also mail notice of the Remedial Action Plan to those who have requested notice that such plans have been developed, as provided in N.C.G.S. 130A-310.4(c)(2). The Division will not approve the Remedial Action Plan until at least thirty (30) days after public notice was provided.
- K. Within thirty (30) days of receiving notice from the Division of any deficiency in the Remedial Action Plan, Fiber Dynamics shall submit to the Division information or material sufficient to correct such deficiency.
- L. Fiber Dynamics shall begin implementation of the Remedial Action Plan no sooner than receiving written approval from the Division nor later than sixty (60) days thereafter.
- M. Any requests for modifications of the approved Remedial Action Plan must be submitted in writing to the Division, and may not be incorporated or implemented unless and until approved in writing by the Division.
- N. Fiber Dynamics shall provide to the Division:
1. Weekly written or telephone progress reports each Friday during the soil and waste remedial action if less than one (1) month in duration;
 2. Quarterly reports during: (a) groundwater remedial action, (b) any soil and waste remedial action greater than one (1) month in duration, and (c) any necessary post-remedial maintenance;
 3. A final report with confirmatory sample data documenting complete implementation of the approved Remedial Action Plan.

Note 1: The quarterly reports and final report should include, without limitation,

complete "as-built" drawings and specifications of all remedial action systems; tabulated laboratory data; the location and depth of samples collected; a description of all field and laboratory quality control/quality assurance procedures; and legible and complete copies of all records of periodic system inspections, laboratory reports, waste manifests and chain of custody documentation generated during the reporting period. Quarterly reports shall be provided by the tenth day after each quarter concludes, with the first quarter commencing on the date of written approval of the Remedial Action Plan by the Division. The final report shall be provided within one (1) month following complete implementation of the approved Remedial Action Plan.

Note 2: Each progress report and the final report shall contain the certifications specified in Sections V.A.21, V.A.22, and V.A.23 of this Agreement.

- O. Within thirty (30) days of receiving notice from the Division of any deficiency in the reports required by paragraph V.N. or in the implementation of the plans required by this Agreement, Fiber Dynamics shall submit to the Division information or material sufficient to demonstrate correction of such deficiencies.

VI. SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

- A. The Division or its representatives may take split or duplicate samples of any samples collected by Fiber Dynamics pursuant to this Agreement. Fiber Dynamics shall notify the Division not less than ten (10) days in advance of any field activity. This notification may be given verbally in the field by Fiber Dynamics to the Division.
- B. The Division or its representatives may conduct any field activity it deems appropriate in relation to the Site. Fiber Dynamics may take split or duplicate samples of any samples collected by the Division during such field activity.
- C. While this Agreement is in effect, Division personnel and their representatives may, in addition to exercising any related legal rights, enter the Site without notice at all times and, while present: review the progress of activities required by this Agreement; conduct such tests as the Division deems necessary; verify the data submitted to the Division by Fiber Dynamics; inspect and copy any and all records, files, photographs, operating logs, contracts, sampling and monitoring data, and other documents relating in any way to this Agreement; and otherwise assess Fiber Dynamics' compliance with this Agreement. All parties with access to the Site pursuant to this paragraph shall comply with all approved health and safety plans.
- D. Unless a confidentiality claim covering information provided under this Agreement is made pursuant to law and adequately substantiated when the information is submitted, such information may be made available to the public by the Division without further notice to Fiber Dynamics. Fiber Dynamics agrees that under no circumstances shall analytical data generated pursuant to this Agreement be considered confidential.

- E. Fiber Dynamics waives any objections to the admissibility into evidence (but not objections as to the weight) of the results of any analyses of sampling conducted by or for Fiber Dynamics at the Site or of other data gathered pursuant to this Agreement.
- F. If Fiber Dynamics is unable by reasonable efforts to gain access to other property as necessary pursuant to this Agreement, the Division shall assist Fiber Dynamics in obtaining access.

VII. DELAY IN PERFORMANCE

As soon as Fiber Dynamics is aware of the potential for delay, it shall submit to the Division written documentation of the reasons for the delay and the efforts made by Fiber Dynamics to avoid the delay, as well as a time by which such work can be completed. The Division shall review the documentation and shall promptly approve the new schedule if good cause is shown. Good cause may include, but is not limited to, extraordinary weather,

natural disasters and national emergencies. At a minimum, good cause does not include normal inclement weather, increases in the cost of work to be performed under this Agreement, financial difficulty for Fiber Dynamics in performing such work, failure by Fiber Dynamics to satisfy its obligations under this Agreement (whether evidenced by a notice of deficiency or not), acts or omissions of Fiber Dynamics' contractors or representatives not otherwise constituting good cause, and failure by Fiber Dynamics or its contractors or representatives to make complete and timely application for any required approval or permit. The burden of demonstrating good cause for delay, and that the delay proposed is warranted, is Fiber Dynamics'.

VIII. ADDITIONAL PROVISIONS

- A. All documents submitted to the Division shall be delivered to:

Sharon K. Cihak
Guilford County Dept. of Public Health
1203 Maple Street
Greensboro, NC 27405

The Division will direct all correspondence related to this Agreement to:

Mr. Jim Heery
Fiber Dynamics, Inc.
200 South West Point Avenue
High Point, NC 27261

- B. This Agreement shall be binding upon, and inure to the benefit of, Fiber Dynamics, its agents, successors and assigns. The signatory for Fiber Dynamics to this Agreement certifies that he/she is authorized to execute and legally bind Fiber Dynamics as to this Agreement.

- C. Fiber Dynamics shall provide a copy of this Agreement to each contractor or other person or entity retained to perform any work under this Agreement within seven (7) days after the effective date of this Agreement or the date of retaining their services, whichever is later. Fiber Dynamics shall condition any such contracts upon satisfactory compliance with this Agreement. Notwithstanding the terms of any contract, Fiber Dynamics is responsible for compliance with this Agreement and for ensuring that such contractors or other persons or entities comply with this Agreement.
- D. This Agreement notwithstanding, the Division retains all its authority regarding inactive hazardous substance or waste disposal sites in relation to the Site.
- E. All actions required pursuant to this Agreement shall be in accordance with applicable local, state and federal laws and regulations, unless an exemption regarding particular state or local laws or regulations is specifically provided in this Agreement now or later.
- F. Fiber Dynamics agrees to indemnify and save and hold harmless the State of North Carolina, and its agencies, departments, officials, agents, employees, contractors and representatives, from any and all claims or causes of action arising from or on account of acts or omissions of Fiber Dynamics or its officers, employees, receivers, trustees, agents, contractors, or assigns in carrying out actions required pursuant to this Agreement. Neither the State of North Carolina nor any agency or representative thereof shall be held to be a party to any contract involving Fiber Dynamics relating to the Site excluding, however, this Agreement.
- G. Fiber Dynamics shall preserve, for at least six (6) years after termination of this Agreement, all records and documents in its possession or in the possession of its divisions, employees, agents, accountants, contractors or attorneys which relate in any way to this Agreement. After this six (6)-year period, Fiber Dynamics shall notify the Division at least thirty (30) days prior to the destruction of any such records and documents. Fiber Dynamics shall comply with any written request by the Division, prior to the day set for destruction, to continue to preserve such records and documents or to provide them to the Division. Fiber Dynamics may assert any available right to keep particular records and documents, other than analytical data, confidential.
- H. This Agreement may not be modified without the written consent of the parties.
- I. Except for obligations under Section VIII. F. and G. above, this Agreement shall terminate when Fiber Dynamics receives written notice from the Division that all activities required pursuant to this Agreement have been completed to the Division's satisfaction.

- J. This is a voluntary agreement. If Fiber Dynamics elects to discontinue implementation of work under this Agreement, Fiber Dynamics shall notify the Division in writing of such intent, and this Agreement shall be dissolved upon the Division's receipt of such written notice. If the Division determines that Fiber Dynamics is not complying with the terms of this Agreement in a timely manner, the Division may notify Fiber Dynamics in writing of such determination, and the Agreement shall be dissolved upon Fiber Dynamics' receipt of such written notice. In either of these events, neither party may seek judicial review of the dissolution of this Agreement or has any right, claim or action for breach of this Agreement. In either of these events, the Division shall retain all its applicable enforcement rights against Fiber Dynamics, and Fiber Dynamics shall retain all applicable defenses. Notwithstanding the foregoing or the subsequent dissolution of this Agreement, paragraphs VI.E., VIII.F., and VIII.G., and the rights, obligations and duties contained therein, shall survive the dissolution of this Agreement.

The effective date of this Agreement shall be the date on which it is executed by the Secretary or his Authorized Agent.

Date Executed: April 21, 2009

By: Jack Butler

Jack Butler, PE
Superfund Section Chief
Division of Waste Management
North Carolina Department of Environment
and Natural Resources

By: Mr. Jim Heery, President 2/25/09
Mr. Jim Heery, President
Fiber Dynamics, Inc.

NOTICE OF PROPOSED ADMINISTRATIVE AGREEMENT

FIBER DYNAMICS HIGH POINT, GUILFORD COUNTY

The North Carolina Division of Waste Management (Division) is responsible for reviewing and approving administrative agreements for the cleanup of hazardous substances at properties throughout the state in accordance with N.C.G. S. 130A-310.9(b). The Division is soliciting public comment on a proposed Administrative Agreement for remedial action at Fiber Dynamics located at 200 S. West Point Avenue in High Point, Guilford County, North Carolina. This Administrative Agreement outlines the requirements and details for the remedial action that North Carolina Department of Environment and Natural Resources intends to implement at the Site to address contamination. Copies of the proposed Administrative Agreement can be viewed at the following location:

Guilford County Health Department
Environmental Health Section
1203 Maple Street
Greensboro, North Carolina 27405

Hours (by appointment only):
Monday-Friday 8:00-4:30
To schedule an appointment contact Sharon Cihak
Telephone # (336) 641-3541

If you have any comments on the proposed Administrative Agreement please contact:

Sharon K. Cihak
Guilford County Health Department
Environmental Health Section
1203 Maple Street
Greensboro, North Carolina 27405
Telephone # (336) 641-3541
scihak@gheh.org

**ALL COMMENTS ON THE PROPOSED ADMINISTRATIVE AGREEMENT MUST BE
RECEIVED NO LATER THAN APRIL 16, 2009**

Fiber Dynamics Public Notice:

Hand delivered to Guilford County Health Director Merle Green, 1203 Maple Street,
Greensboro

Mailed to:

Ron Feibel and Jorge A. Mata
P.O. Box 1087
Thomasville, NC 27360

Letters put in the mail 3-13-09.

Redbud LLC
P.O. Box 452
Franklinton, NC 27525

Joe E. Young & Celeste Young
& James Baskins Jr. Trustees
Mt. Calvary Church of God
1123 Perkins Street
Greensboro, NC 27401

Floyd Harrington Jr.
3110 N. Centennial Street
High Point, NC 27265

Michael & Teresa Eddinger
642 Turnpike Road
Thomasville, NC 27360

Lassiter Associates
1100 Redding Drive
High Point, NC 27260

Siceloff Oil & Coal Co.
P.O. Box 327
High Point, NC 27261

Southern Place Associates, LLC
195 Merry Hills Court
High Point, NC 27262

Duke power Co.
Tax Dept. PB05B
422 S. Church Street
Charlotte, NC 28242

Engineered Polymer Solutions, Inc.
c/o Brazos Tax Group
930 W. First Street, Suite 303
Ft. Worth, TX 76102

Parker A. Scott III
#607
6287 Bahia Del Mar Circle
St. Petersburg, FL 33715